



IT IS ORDERED as set forth below:

Date: June 17, 2022

A handwritten signature of Barbara Ellis-Monro.

Barbara Ellis-Monro
U.S. Bankruptcy Court Judge

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:

AMERICAN BERBER, INC.,
Debtor.

AMERICAN BERBER, INC.,
Plaintiff,

v.

**POLYMER SOLUTIONS GROUP
FINANCE, LLC d/b/a PHOENIX
CHEMICAL COMPANY, and JB PCC,
INC. f/k/a PHOENIX CHEMICAL
COMPANY, INC.,**

Defendants.

CHAPTER 11

CASE NO. 19-41154-bem

ADVERSARY PROCEEDING
NO. 22-04002-BEM

**CONSENT ORDER AND FINAL JUDGMENT RESOLVING DEBTOR'S OBJECTION
TO PROOF OF CLAIM NO. 27 AND COUNTERCLAIM**

Plaintiff and Defendants have agreed to the terms of this Order as exhibited by signature of respective counsel below. Based upon such consent, it is hereby,

ORDERED and **ADJUDGED** as follows:

1. Plaintiff shall pay Defendants \$71,982.16 ("Allowed Claim Amount") in full satisfaction of the claims in this Adversary Proceeding.
2. In order to effectuate the payment set forth in paragraph 1 of this Order, Jones & Walden LLC is hereby authorized and directed to disburse such \$71,982.16 from the Escrow Funds¹ within three (3) business days of the entry of this Order. Such payment shall be made to Defendants via wire transfer or other means as directed by Defendants' counsel, less fees and expenses owing to counsel for Defendants which shall be deducted from the Allowed Claim Amount and paid directly to counsel for Defendants, such that the payments to Defendants and Defendants' counsel shall together equal the Allowed Claim Amount.
3. Any and all claims and counterclaims that were or could have been asserted among the parties in the Adversary Proceeding are hereby dismissed with prejudice pursuant to Federal Rule of Bankruptcy Procedure 7041(a)(2), and the parties release each other from all such claims.
4. The payment set forth in this Order shall be deemed satisfaction in full of the Defendants' Proof of Claim in the case of American Berber, Inc. (claim no. 27).
5. Except as set forth herein the parties shall bear their own costs.
6. This is a Final Order and Judgment, and the Clerk of Court is authorized to close this Adversary Proceeding.

[END OF ORDER]

¹ Escrow Funds are defined in the Court's *Interim Order on Debtor's Motion to Dismiss Chapter 11 Case Pursuant to Section 1112(B) of the Bankruptcy Code* (Docket No. 367) in the American Berber, Inc. case.

Prepared and consented to by:

JONES & WALDEN LLC

/s/Thomas T. McClendon

Thomas T. McClendon
Georgia Bar No. 431452
699 Piedmont Avenue, N.E.
Atlanta, GA 30308
(404) 564-9300
tmclendon@joneswalden.com

Attorney for Plaintiff

Consented to by:

TROUTMAN PEPPER HAMILTON SANDERS LLP

/s/ Nathaniel T. DeLoatch (with express permission TTM)

Matthew R. Brooks (GA Bar No. 378018)
Nathaniel T. DeLoatch (GA Bar No. 216330)
600 Peachtree Street, NE
Suite 3000
Atlanta, GA 30308
Telephone: 404.885.3000
Facsimile: 404.885.3900
matthew.brooks@troutman.com
nathan.delatch@troutman.com

Attorneys for Defendants

Distribution List:

Thomas T. McClendon, Jones & Walden LLC, 699 Piedmont Avenue NE, Atlanta, GA 30308

Nathaniel T. DeLoatch, Troutman Pepper Hamilton Sanders LLP, 600 Peachtree Street, NE, Suite 3000, Atlanta, GA 30308